AGREEMENT

BY AND BETWEEN

THE DUQUESNE CITY SCHOOL DISTRICT

AND

THE DUQUESNE EDUCATION SUPPORT PROFESSIONALS (ESP-PSEA-NEA)

Custodians, Secretaries, Paraprofessionals and Personal Care Assistants

July 1, 2025 – June 30, 2028

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Preamble

Pursuant to the Public Employee Relations Act, Act No. 195 of July 23, 1970 (hereinafter "Act) and Act 88, 1992, this Agreement is entered into this **28th** day of **October, 2025** by and between the Duquesne City School District (hereinafter "Employer") and the Duquesne Education Support Professionals (ESP / PSEA / NEA), (hereinafter "Association".)

Article I – Definitions

For the purposes of this Agreement, the following words shall have the meaning set forth below:

1. Association – An "employee organization" as defined in Section 301(3) of the Act and shall specifically mean the Duquesne Education Support Professionals (ESP/PSEA/NEA.)

2. Employee – An individual employed by the Employer in the unit defined below.

3. Employer – A "public employer" as defined in Section 301(1) of the Act and specifically mean the Duquesne City School District or the Administration of said District, as is appropriate in the context of the provision.

4. Unit – A group of employees composed of a subdivision of the Employer unit composed of Secretarial, Clerical, Paraprofessionals, Personal Care Assistants, and Custodial employees, and excluding management employees, supervisors, first-level supervisors, and confidential employees, and part-time substitutes as defined in the Act.

Article II – Recognition

The Employer hereby recognizes the Association as the exclusive representative of the employees of the Employer in the unit as certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-5806-W, PERA-R-16-175-W and PERA-U-90-412-W for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment.

Article III – Grievance Procedure

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

Grievance: a grievance is hereby defined as an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. If any of the time periods outlined in the following Steps expire on a day other than a work day, the period shall be held not to have expired until the next work day following the expiration of the time period.

2. Steps

a. Level One – Immediate Supervisor

Within fifteen (15) calendar days of the occurrence of the subject matter of a grievance, an employee with a grievance shall first discuss it with his / her immediate supervisor with the objective of resolving the matter informally. If an aggrieved person is not satisfied with the informal disposition of his / her grievance, he / she shall, within fifteen (15) calendar days of the discussion with his / her immediate supervisor, submit the grievance in writing to such immediate supervisor and the Association. Within five (5) calendar days of the receipt of the written grievance, the immediate supervisor shall answer same in writing.

b. Level Two – Chief School Administrator

If the grievant is not satisfied with the written answer, he / she may then refer the grievance to the Chief School Administrator within five (5) calendar days of receipt thereof. The Chief School Administrator shall act upon the grievance within ten (10) calendar days.

c. Level Three – Board of School Directors

If the grievance has not been settled at Level II, the grievant, within ten (10) calendar days of the receipt of the Chief School Administrator's written answer, may file his / her grievance with the Board of School Directors. Providing the grievance is filed with the Board at least one (1) week prior to its next regular monthly meeting, the Board shall, on the date of that meeting or the next meeting if the grievance is filed less than one (1) week prior, meet with the employee, his / her counsel, if any, and all involved parties to consider the grievance and attempt to resolve it. The Board will render a decision within ten (10) calendar days of the meeting.

d. Level Four – Arbitration

(1) If the Association is not satisfied with the decision rendered at Level III, the Association may, within ten (10) calendar days after a decision at Level III, or within forty (40) calendar days after the date the alleged grievance was submitted at Level I, serve written notice upon the Board that the Association is submitting the alleged grievance to arbitration.

(2) Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators shall be made in accordance with Section 903 of Act 195. The Arbitrator is hereby authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement, and the Arbitrator shall not have the authority to enlarge, alter, modify, delete or change the express terms, provisions or clauses of this Agreement. Where a dispute relates to the scale or wages or benefits in any way, any decision rendered shall not be retroactive beyond two (2) years from the date on which the dispute was first presented as a grievance in writing.

(3) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his / her decision not later than twenty (20) calendar days from the date of the statement and proof on the issues are submitted to him / her. The Arbitrator's decision shall be binding and in writing and shall set forth his / her findings of fact, reasoning and conclusions on the issues submitted.

The fees and expenses of the Arbitrator shall be borne in equal parts by the District and Association.

D. Rights of Employees to Representation

1. Employee and Association

   Any party in interest may be represented at all stages of the grievance procedure by him / herself, or at his / her option, by a representative selected or approved by the Association.

2. Reprisals

   No reprisals of any kind shall be taken by the District or any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

   If in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance commenced at Level II.

2. Forms

   Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

   All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. Employees scheduled to participate in these meetings and hearings shall suffer no loss in pay.

Article IV – Guarantee of Continuous Operations

1. The Association and employees recognize that it is absolutely necessary for the Employer to operate the education system of the District on the days set forth in the school calendar and that the Employer's school system must be properly manned on the days the employees are scheduled to work. Specifically, the employer retains the right to utilize the necessary personnel to ensure continuous operation, including the right to call-in all or part of the work force in emergencies or during inclement weather.

2. When the District is closed for inclement weather, employees may be dismissed early by supervisor's prerogative with no loss of pay.

3. For the duration of this Agreement or any extension thereof, the Association, its officers, representatives and members shall not authorize or engage in a strike (as that term is defined in Act 195), nor shall any employee take part in any strike, and if a strike should occur, the Association and its officials shall take every means to induce the employees to cease such action and return to their normal employment duties.

4. For the duration of this Agreement or any extension thereof, the Employer pledges that it shall not lock-out the employees.

Article V – Management Rights

Management Rights

The rights, powers and authority of the Employer prior to the organization of its employees are possessed and retained by the Employer, except as expressly modified by this Agreement. Nothing contained herein shall be construed to deny or restrict to the Employer such rights as it may have under the laws of Pennsylvania, the Act, and other applicable laws and regulations or on matters not expressly covered by this Agreement.

Article VI – Scheduling and Overtime

1. The Employer shall schedule employees. To the extent practicable, the Employer shall inform the employees of work schedules at least one (1) week in advance.

2. The normal work week for full-time twelve (12) month employees shall consist of five (5) consecutive workdays.

3. The normal work day for all full-time twelve (12) month Secretaries shall be eight (8) hours, including a one-half (1/2) hour duty-free paid lunch period. The Secretaries normal work year is 2,080 hours. Secretaries shall be entitled to begin their daily work schedule as early as 7:00 AM with the permission of their immediate supervisor. Modified summer work hours will be determined by the Chief School Administrator.

4. Secretarial employees only will be granted overtime at the express request of the immediate supervisor and the Chief School Administrator. Time and one-half (1-1/2) times the Secretarial employee's regular hourly equivalent rate shall be paid for all time actually worked in excess of eight (8) hours in a day or forty (40) hours in one work week. There shall be no pyramiding. Overtime scheduling for Secretaries will be based on the decision of the immediate supervisor and assigned on the basis of specialized skills, if necessary.

5. All full-time Custodians will be scheduled to work eight (8) hours a day with a one-half (1/2) hour paid lunch. Overtime shall be paid for all or any time worked over eight (8) hours in a day or in access of forty (40) hours in a week. Overtime on holidays and / or Sundays shall be double time.

6. The normal work year for twelve (12) month employees shall be two hundred sixty (260) work days (i.e. 2,080 hours.)

7. The Personal Care Assistants work year shall consist of 184 work days as scheduled by the District, unless additional work days are requested by the District.

   The Paraprofessional work year shall consist of 191 work days as scheduled by the District unless additional work days are requested by the District.

   The normal work day for full-time Personal Care Assistants and Paraprofessionals shall be eight (8) hours per day, including a one-half (1/2) hour duty-free paid lunch period.

8. During the term of this Agreement, all Custodial overtime, whether scheduled or non-scheduled, or any extra shifts instituted by the District, shall be first offered to the members of the bargaining unit. The overtime and / or extra shifts shall be offered on the basis of seniority and on a round robin basis. Overtime will only be granted at the express request of the immediate supervisor.

   Once the District has offered on a seniority and round robin basis all overtime and / or extra shifts and such work is refused, the District shall have the right to assign the overtime and / or extra shifts to members of the bargaining unit based on the inverse order of seniority. Once the requirements of this sub-paragraph have been satisfied, the District may assign such overtime and / or extra shifts to an individual or entity outside of the members of the bargaining unit. Overtime on holidays and / or Sundays shall be double time.

9. <u>Mandatory Overtime Policy</u>
   Employees shall not be required to work overtime without adequate notice. Requests for overtime shall be presented no later than two (2) hours before the end of the work day / shift, if at all possible. If the District should err in the offering of overtime as set forth above, the individual(s) who were not properly offered overtime will be moved to the top of the rotating seniority list for the next available work.

10. Paraprofessionals will be given keys to access areas of the school where they are assigned to work.

Article VII – Seniority, Probation, Promotions, Layoffs, Continuous Service, and Involuntary Transfers

A. Seniority

Seniority is based on the length of continuous service an employee has with the Employer as a bargaining unit employee within the employee's current job classification. The employer shall post an up-to-date seniority list by October 1st of each year.

B. Probationary Period

All new Custodian and Secretarial staff shall be considered probationary employees for a period of ninety (90) calendar day**s** during which period they shall have no seniority and may be discharged without further recourse. Employees will be eligible for health coverage and life insurance the 1st of the following month from their official hire date. Any employee retained beyond the probationary period shall be considered as a regular employee, and his seniority shall date back to the date of original employment as a member of the bargaining unit within his or her current job classification.

All new Paraprofessional and Personal Care Assistant employees shall be considered probationary employees for a period of one calendar year from the date such employee commences work with the District during which period they shall have no seniority and may be discharged without further recourse. Such decision to discharge will be at the sole discretion of the District and will not be subject to the Grievance Procedure set forth in Article III of this Agreement. After any new Paraprofessional or Personal Care Assistant employee has completed thirty (30) calendar days of their probationary period, the employee shall be entitled commencing with the first day after the thirty (30) day period to health and life insurance. Any employee retained beyond the probationary period shall be considered as a regular employee, and his seniority shall date back to the date of original employment as a member of the bargaining unit within his or her current job classification.

C. Promotions

In the event there is a permanent vacancy in a job which the Employer intends to fill, or a newly created job in the Bargaining Unit which the Employer intends to fill, such vacancy shall be posted in a designated location in the building for a period of seven (7) calendar days. During this period, employees who wish to be considered for the position may submit their request in writing to the Chief School Administrator's office. The Employer shall consider the experience, competency, efficiency, qualifications, ability, physical fitness to perform the job, and other relevant factors in deciding whether it shall

appoint one of the current employees to the position and if these factors are relatively equal, the Employer shall award the job to the most senior employee bidding.

The Employer shall provide the Association with a copy of the job posting.

In the case of posting of Custodial positions, the Employer shall note, when it is possible to determine, the building and shift to which it expects that the employee who fills the position will usually be assigned. Such notation shall, under no circumstances, be a guarantee that the employee filling the vacancy shall be assigned to that building or shift at all times or shall continue to be assigned to that building or shift in the future.

For Paraprofessional and Personal Care Assistant vacancies, the District may in its sole discretion, postpone awarding the vacancy until the conclusion of the school year, so as not to disrupt the educational process.

D. Layoffs

In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in reverse order of their seniority. Employees shall be recalled from layoffs in reverse order in which they were laid off, providing they have the experience, competency, efficiency, qualifications, seniority, ability, and physical fitness to perform the job.

E. Break in Continuous Service

Seniority shall be broken by:

1. Quit or resignation;

2. Discharge for cause;

3. Absence due to layoff for a period of longer than twenty-four (24) months;

4. In the case of an absence due to physical disability, there shall be a break in service if such absence is for a period longer than the employee's continuous service or twenty-four (24) months, whichever is shorter;

5. Failure to report to work within seven (7) calendar days after recall; and,

6. Absences for three (3) consecutive work days without notification to the immediate supervisor of the absence and the reason for it, unless the employee presents proof he / she was unable to notify his / her immediate supervisor.

F. Involuntary Transfers

Employees shall receive at least fifteen (15) days' notice of a permanent, involuntary transfer from one position to another. The employees shall receive written notice of such transfer from the Administration stating the Administration's reason for the transfer, and such transfer shall not be for arbitrary or capricious reasons. This subsection shall not apply to temporary or emergency transfers.

G. Transfers

Transfers, for custodial and secretarial staff, shall be based on seniority.

H. Substitute Custodians

The District will make reasonable efforts to maintain a list of at least four (4) substitute Custodians. These Custodians shall be provided with up to forty (40) hours of training in all aspects of custodial work.

I. Substitute Secretaries

The District will make reasonable efforts to maintain a list of at least four (4) substitute Secretaries. These Secretaries shall be provided with up to forty (40) hours of training in all aspects of secretarial work.

Article VIII – Association Security

A. Indemnity

The Association shall indemnify and hold the Employer harmless against any and all claims, suits, costs, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

B. Maintenance of Membership

Each Employee who, on the effective date of this Agreement, is a member of the Association, and each Employee who becomes a member after that date, shall maintain his membership in the Association, provided that such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

C. Check-Off Dues

The Employer agrees to deduct the Association's monthly membership dues from the pay of those employees who individually request in writing that such deductions be made and specify the dollar and cent amount of such deductions. The specific dollar and cents amount to be deducted shall be certified to the Employer by the Association. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made. The employees' authorization shall be irrevocable during the terms of this Agreement as provided in the maintenance of membership provision above.

D. Association Security

It is understood that there are certain unique situations where work of a specific nature requiring specific skills must be performed for efficient operational needs. Such work shall include, but not be limited to, electrical and HVAC tasks. In those instances, the Employer may go outside the bargaining unit to have the work done. Otherwise, bargaining unit work shall be done by bargaining unit members.

Article IX – Association Rights and Privileges

A. Use of Bulletin Boards

The Association shall have the privilege of using reasonable bulletin board space, designated by the Employer, for the purpose of informing members of meetings, functions, affairs, and elections. There shall be no derogatory material posted on the bulletin board, and if the same should be posted, it shall be removed by either party.

B. Use of School

The Association shall be permitted reasonable use of the school building for two (2) meetings per month providing they are scheduled two (2) weeks in advance with the Chief School Administrator or designee The District shall not be liable for the cost of Custodial services in connection herewith.

1. Such meetings will not interrupt the operations of the District and will not be held while students are in attendance.

C. Use of Equipment

The Association shall be permitted reasonable use of school office equipment, including email, when it is not otherwise in use, providing the Building Principal is notified in advance, such equipment is not removed from its normal location, and the Association pays for the reasonable cost for all expense incidental to such use and for any repairs necessitated as a result thereof.

D. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees. Nothing in this Article or Agreement, however, shall require the Employer to take or refuse to take any action which it believes discriminates against any individual, group, or organization in the exercise of rights protected by the Public Employee Relations Act (Act 195) or in any way violates that or any other state or federal law.

E. Association Leave

The District shall grant a maximum of six (6) days leave per year, with pay, to the Association as requested by the Association President for the purposes of attending conferences and / or conventions. The Association must request and receive prior approval from the District for such days. The District reserves the right to restrict the number of employees taking such Association days to no more than three (3) employees per day.

Article X – Rights of Employees

A. Just Cause Provision

The Employer shall not discipline or discharge, or reduce in rank or compensation, any employee without just cause.

B. Representation at Required Meetings or Hearings

Whenever any employee is required to appear before the Chief School Administrator, Board of School Directors, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee's employment and the employee requests to be represented by a representative of the Association, such request shall be granted.

C. Medical Services

No employee shall be required to dispense medicines or provide any medical services which the employee is not qualified to perform.

D. Release Time for Meetings

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, conferences, or meetings, the employee shall suffer no loss in pay and shall be provided with release time from regular duties.

E. Pupil Transportation

No bargaining unit member will be directed or required to drive any personal vehicle to transport any student(s) to any activity or location that takes place away from school at any time.

F. Unsafe Conditions

Safety Training and Resource Materials for School Staff

All Paraprofessionals and school staff will receive essential safety training, protocols, and resources for handling emergencies for any emergency situation that may arise, ensuring the safety and well-being of students. This includes CPR, first aid, Crisis Prevention Intervention (CPI), security checks, and adherence to safety policies during lockdowns, evacuations, fires, natural disasters, or active shooter situations. Training will cover evacuation routes, assembly points, and effective communication during emergencies within the school and with external emergency services.

Rights of Employees

Bargaining Unit members are not required to work in unsafe conditions or perform tasks that risk their health or safety. Members are expected to take reasonable actions to protect students, staff, and themselves in the event of an altercation or other disturbance. However, members are not expected to put themselves in harm's way. Members should first attempt to de-escalate any such situation and notify trained personnel and administration as soon as possible.

Cases of Harm

The Principal shall be required to report to the Chief School Administrator all cases of harm suffered by employees in connection with their employment. If the employee elects to bring charges, the Chief School Administrator shall inform the employee immediately of the rights under the law and shall provide such information in a written document. The Chief School Administrator shall notify the employee of his / her readiness to assist as follows:

1. By obtaining from the police and from the Principal relevant information concerning the accused.
2. By accompanying or by sending a designee to accompany the employee in court appearances and by acting in other appropriate ways as liaison between employee, police, and the courts.
3. This assistance is intended solely to apply to the criminal aspect of any case arising from such cases of harm.

Article XI – Leaves of Absence

A. Sick Leave

1. It shall be understood by both the Employer and employee that sick leave is a benefit earned by service and is available when and if needed and shall not be a "right of taking" such as vacation. Sick days may be taken on a half-day or full-day basis.

2. All Custodial, Maintenance and Secretarial employees, actively employed, who are not probationary, or on layoff, or leave of absence, shall receive sick leave credit of one (1) day per month worked on July 1st. The unused portion of the employee's annual sick leave allowance may be accumulated to an unlimited number of work days. Employees shall be given a written accounting of accumulated sick leave days not later than October 1st of each year.

   Paraprofessionals and Personal Care Assistants, actively employed, shall receive ten (10) sick days per work year. The unused portion of the employee's annual sick leave allowance may be accumulated to an unlimited number of work days. Employees shall be given a written accounting of accumulated sick leave days no later than October 1st of each year.

3. Employees shall notify their immediate supervisor as soon as possible that they will be on sick leave, or use other administrative procedures as agreed upon. Employees who are on sick leave for three (3) or more consecutive work days shall be required to submit a doctor's certificate upon returning to work. If an employee is abusing the sick leave benefits, the employee may be required to provide a doctor's certificate for any sick leave benefits.

4. The Employer shall make payment to those employees who, at the end of the first and second semesters of a given school year, have used a limited number of sick days during each individual semester. Sick day use is non-cumulative across semesters and an employee who may not qualify in one semester, may qualify in another. Payments will be made to qualifying employees as follows:

Semester One			**Semester Two**	
Sick Days Used	Payment		Sick Days Used	Payment
0	$300		0	$300
1	$250		1	$250
2	$200		2	$200

B. Bereavement Leave

Up to five (5) consecutive calendar work days during a seven (7) day period at any one time will be granted in the event of death of a bargaining unit member's spouse, child, step-child, parent, step-parent, father-in-law, mother-in-law, brother, sister, grandparent, step-grandparent, grandchild or any other person who resides in the same household.

Up to three (3) days will be granted at any one time in the event of death of a bargaining unit member's brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

One (1) day during a seven (7) day period in the case of death of a first cousin, aunt, uncle, niece, or nephew will be granted provided that day is the day of the funeral.

In the event of a postponed funeral, out-of-state funeral or memorial service, the Chief School Administrator shall have the discretion to postpone bereavement leave or funeral leave provided the Bargaining Unit member provides proof of services.

C. Maternity Leave / Childcare Leave / Family and Medical Leave

An unpaid maternity leave shall be granted on the same basis of similar leaves for other disabilities. The District recognizes the Family and Medical Leave Act and, therefore, will grant leaves in accordance with the provisions and regulations of that Act. However, vacation leave, if any, will not be required to be used as leave taken under the Family and Medical Leave Act.

D. Jury Duty and Witness Duty

An employee summoned for jury duty or subpoenaed as a witness by the Employer, on receipt of court payment shall not suffer a loss of pay. The difference between fees for such duty and the normal daily rate of pay shall be paid by the Employer.

E. Severance

1. The Employer shall make a payment of Sixty dollars ($60) for each unused sick leave day to those persons who retire under the Pennsylvania State Employees Retirement System (PSERS) from the District following ten (10) or more years of service with the District. This section, as it applies to the payment for unused sick days, is exclusive of any payment an employee may receive under any other retirement incentives.

2. Employees who sever their employment after one (1) year with the District for reasons other than retirement are entitled to up to twenty-five (25) accumulated sick

days, which shall be compensated at a rate of Twenty-Five dollars ($25.00) per sick day.

F. In the event that the Duquesne City School District should completely close during the term of this Agreement and an employee is terminated as a result, any such employee will receive a one-time payment of Seventy-Five dollars ($75.00) for each accumulated sick day and / or personal day as of the date of such termination.

Article XII – Vacations

A. Regular, full-time permanent, twelve-month employees shall be granted vacations in accordance with the following schedule:

Years of Completed Service as a Regular, Full-Time Permanent, Twelve (12) Month Employee as of July 1st	Number of Days of Vacation
1 – 3	Five (5) Days
4 – 7	Ten (10) Days
8 – 15	Fifteen (15) Days
16 +	Twenty (20) Days

B. Eligibility

In order to be eligible for vacation, regular full-time, permanent, twelve-month employees must have received earnings in three-fourths (3/4) of the pay periods in the previous year. If earnings are received in less than three-fourths (3/4) of the pay periods in the previous year, vacation entitlement shall be prorated.

C. Employees on leave of absence, who have resigned after giving less than ten (10) working days' prior notice, and employees terminated for just cause shall not be eligible for vacation benefits.

D. If a holiday occurs during an employee's vacation, the employee shall not be charged for a vacation day on the day of the holiday.

E. Scheduling

No later than April 1st of any calendar year, employees shall indicate their vacation preferences in writing. The Employer shall schedule vacations, giving preferences based on continuous service with the Employer in the various job classifications. Scheduling shall take into consideration the efficiency of operation and the need to provide adequate coverage. The Employer shall inform the employees of their vacation schedule no later than May 1st of each year. Employees who fail to submit their preference requests by April 1st shall not have preference as to time of vacation over less senior employees.

F. Custodians shall be allowed to split one week of vacation time 2 days / 3 days. Secretaries shall be allowed to split vacation time upon approval of the immediate supervisor.

G. Approval of vacation time shall be based on seniority.

H. Nothing in Article XII shall be applicable to Paraprofessionals or Personal Care Assistants.

Article XIII – Holidays

A. Regular, full-time, twelve-month employees shall have the following paid holidays:

1. New Year's Day
2. Good Friday
3. School Picnic *(unless school is in session)*
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving *(unless school is in session)*
9. Christmas Eve Day
10. Christmas Day
11. Day after Christmas *(unless school is in session)*
12. New Year's Eve Day
13. Martin Luther King Day
14. President's Day
15. Juneteenth

Regular, full-time employees shall have those holidays listed in Section A falling in the period during which they are contracted to work. Employees working less than twelve (12) months shall be entitled to additional holidays if the District extends their work schedule in such a manner that the employee is working regularly when the holiday would occur.

Employees working on School Picnic Day, President's Day, Friday after Thanksgiving, or the Day after Christmas will be given an alternate day off, with pay, to be mutually scheduled by the immediate supervisor and the employee. This benefit shall go into effect beginning with the second regular holiday upon which school would not normally be in session.

B. Eligibility and Conditions

In order to be eligible for paid holidays as set forth above, an employee must:

1. Be a full-time, regular, permanent employee who has successfully completed the probationary period;
2. Have worked, been on vacation, or been on paid leave in the payroll period in which the holiday occurs; and
3. Have worked the employee's last scheduled workday prior to the holiday and first scheduled workday subsequent to the holiday unless on vacation, comp day or paid leave.
4. Any of the above designated holidays falling on a Saturday shall be observed on the preceding Friday, and any such holiday falling on a Sunday shall be observed on the following Monday.
5. Nothing in Article XIII shall be applicable to Paraprofessionals or Personal Care Assistant.

Article XIV – Personal Days

A. Regular full-time, twelve-month employees shall be eligible for three (3), non-cumulative, paid personal days in each contract year. Personal days may be taken on a full-day basis only.

B. All Paraprofessionals and Personal Care Assistants will receive three (3) paid personal days in each contract year. Personal days may be taken on a full-day basis only.

C. Eligibility and Conditions

1. As soon as possible, the employee must notify the immediate supervisor of the fact that the employee is prevented from working; and
2. Custodians and Secretaries must have successfully completed the probationary period.

D. The Employer will convert up to two (2) unused personal days to sick leave on June 30th of each year of the Agreement. This conversion cannot be used in calculations for payment incentive under Article XI.A.4.

Article XV – Compensation

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in the Appendix, made part of this Agreement, and that the schedule of wages and salaries set forth in the Appendix shall be the schedule which shall remain in force for the period of this Agreement.

A. The parties agree that all compensation for the 2025 – 2026 school year including overtime since July 1, 2025 shall be retroactive to July 1, 2025.

B. Additional Compensation for Professional Growth

Each support employee may voluntarily take advantage of training or certification opportunities using the following criteria:

1. The employee shall seek approval from the immediate supervisor and the Chief School Administrator in writing of the employee's desire to participate in training(s) or class(es) which will enhance job performance and the overall operation of the School District; and

2. The Employer shall reimburse all employees for every credit the amounts set forth below, not to exceed twelve (12) credits per calendar year. A course will be counted in the calendar year that it was completed. Employees shall submit proof of completion and payment prior to reimbursement and payment shall be forthcoming within sixty (60) days of submitting all required documentation.

   Tuition for courses shall be reimbursed up to the amounts set forth for each credit at the rate of Two-Hundred and Fifty Dollars ($250.00) per college credit or equivalent credit in each year of the contract or the actual cost of the credit, whichever is the lowest.

   Employees seeking tuition reimbursement shall be required to maintain a "C" or better in order to qualify for reimbursement and / or salary increment.

3. Employees will receive an increase in salary for educational attainment. This shall consist of an increase of Two-Hundred and Fifty Dollars ($250.00) above scale for each twelve (12) credits (or equivalent) above the base requirements for the job, up to a maximum of 48 credits, plus an additional Four Hundred Dollars ($400.00) for the attainment of each degree above the base

requirements of the job. An Associate's Degree is considered an equivalency of the base requirements of the job for Paraprofessionals.

C. There shall be a Ten Cent ($0.10)/ hour shift differential for employees working the second shift

Article XVI – Insurance Benefits

A. Health Insurance Coverage

1. Full-time Custodian and Secretarial employees are entitled to full medical insurance coverage EPO Program through the Allegheny County Schools Health Insurance Consortium (ACSHIC). Each employee shall contribute to the monthly premium as shown in the table below. If an employee elects the PPO plan, the employee shall pay the same premium share as the EPO rate plus the difference between the EPO and PPO premium.

2025 – 2026	2026 – 2027	2027 – 2028
3%	4%	5%

The parties agree that all contributions to premiums for the 2025 – 2026 school year shall be retroactive to July 1, 2025.

2. Paraprofessionals and Personal Care Assistants are only entitled to the standard individual health insurance coverage EPO program as provided through the Allegheny County Schools Health Insurance Consortium (ACSHIC.) Paraprofessionals and Personal Care Assistants receiving such coverage shall contribute to the total costs of premiums for the Standard Individual Health Care Coverage as follows:

2025 – 2026	2026 – 2027	2027 – 2028
3%	4%	5%

The parties agree that all contributions to premiums for the 2025 – 2026 school year shall be retroactive to July 1, 2025.

The Employer, however, reserves the right to change its base health care provider in an effort to secure the most cost-efficient health care insurance and the best coverage for the District. The Employer, in changing insurance plans, will secure similar, equal to or better than base health care coverage as that which is currently in effect.

B. The District will provide the standard dental plan through the Allegheny County Schools Health Insurance Consortium (ACSHIC) by paying full premium dental insurance benefits. Paraprofessionals and Personal Care Assistants will only be provided with the individual standard dental plan provided through the Allegheny County Health Insurance Consortium (ACHIC.)

C. Employees' Right to Opt Out

If an employee desires to purchase insurance from another insurance provider other than the District's base provider, the employee may purchase this insurance so long as the health care provider is an approved health care provider by the District. The employee will be responsible for paying the difference in premiums from the District's base provider and the selected approved health care provider.

If an employee wishes to opt out of the insurance coverage entirely, the District will provide to any such employee in the amount of One Hundred dollars ($100.00) per month added to their monthly wage. To qualify under this section, the employee must certify in writing that he or she desires to opt out of the District's base insurance coverage and has no intention of receiving further benefits from the Employer's insurance provider. This opt out option shall be exercised only once per contract year (i.e. July 1st through June 30th) and the employee shall not be permitted to return until the beginning of the next contract year unless there is a change in marital status or other condition that would result in the employee having no base health care coverage. This opt out provision applies only to the base health care coverage.

D. Life Insurance

The Employer shall provide, by paying the full premium, the following face amounts of group term life insurance on active Bargaining Unit members:

All Bargaining Unit Members
$49,999.00

E. Retirees

Retired Bargaining Unit members shall be given the option of purchasing fringe benefits as part of the Bargaining Unit group, if such arrangement is acceptable to the insurance carrier or provider of the benefit plan, by paying the full cost of the premium to the School District or insurance carrier in advance.

Article XVII – Legality and Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable with existing or hereinafter enacted status or ordinances, the provisions of such statutes or ordinances shall prevail; and, if any provision herein is determined to be invalid and unenforceable by a Court having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect for the entire term of this Agreement.

Article XVIII – Effect of the Agreement and Modification

A. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement, and commitment between the parties hereto and that such Agreement has been reached voluntarily without undue or unlawful coercion, influence or force by either party.

B. All items included within the scope of the bargaining whether or not proposed, and all items proposed, whether agreed to or rejected, shall not be subject to renegotiation or a duty to bargain until negotiations for a new Agreement commence in accordance with the provisions of the Act and this Agreement shall not be modified in whole or in part during its term unless the parties mutually agree to alter, amend, supplement, or modify it with said change by written instrument duly executed by both parties.

C. Nothing in this Article shall be construed to relieve the Employer of any obligation it has under the Public Employee Relations Act, Act No. 195, to engage in collective bargaining over the subcontracting of bargaining unit work.

Article XIX – Duration

Pursuant to the requirements of the Act, this Agreement shall be binding upon the parties hereto and their successors and assigns from **July 1, 2025** to and including **June 30, 2028** and thereafter from year to year except that either party may notify the other by Certified Mail, in accordance with the Act, of its desire to modify or terminate this Agreement.

INTENDING TO BE LEGALLY BOUND AND IN WITNESS WHEREOF, the Association has caused this Agreement to be ratified by its members, signed by its President and Secretary. The Employer has caused this Agreement to be signed by its Court-Appointed Receiver, acting as the Board of School Directors, attested by its Secretary, and its Corporate Seal to be imprinted hereon on this **28th** day of **October**, 2025.

ATTEST:

Signature on File
Secretary

DUQUESNE EDUCATION SUPPORT PERSONNEL ASSOCIATION:

Signature on File
John Mahone, Jr.
President

ATTEST:

Signature on File
Secretary

DUQUESNE CITY SCHOOL DISTRICT BOARD OF CONTROL:

Signature on File
William H. Kerr, Ed.D.
Court-Appointed Receiver

Appendix A
Salary Schedule

Longevity Pay

In addition to the salary schedules which are attached in Appendix A, District employees will receive Longevity Payments as follows:

a. After the completion of five (5) full years of continuous service from the date of hire, each employee will receive a Five Hundred dollars ($500) longevity bonus beginning on September 1st of the qualifying year. Such payment will be considered to be in addition to the employee's base salary but will not be added to the base for the calculation of future increases.

b. After the completion of ten (10) full years of continuous service from the date of hire, each employee will receive a Seven Hundred Fifty dollars ($750) longevity bonus beginning on September 1st of the qualifying year. Such payment will be considered to be in addition to the employee's base salary but will not be added to the base for the calculation of future increases.

c. After the completion of fifteen (15) full years of continuous service from the date of hire, each employee will receive a One Thousand dollars ($1,000) longevity bonus beginning on September 1st of the qualifying year. Such payment will be considered to be in addition to the employee's base salary but will not be added to the base for the calculation of future increases.

DESPA Pay Scale

		2025-2026 $	2026-2027 $	2027-2028 $
Head Custodian				
Barry	**Montgomery**	**56,898.23** ***27.35/hr***	**58,605.18** ***28.18/hr***	**60,363.33** ***29.02/hr***
Custodians				
John	**Mahone, Jr.**	**39,530.37** ***19.00/hr***	**40,716.28** ***19.58/hr***	**41,937.77** ***20.16/hr***
Craig	**Harris**	**34,668.77** ***16.67/hr***	**35,708.83** ***17.17/hr***	**36,780.10** ***17.68/hr***
Fred	**Demery**	**33,100.08** ***15.91/hr***	**34,093.08** ***16.39***	**35,115.87** ***16.88/hr***
Tevin	**Powell**	**33,100.08** ***15.91/hr***	**34,093.08** ***16.39***	**35,115.87** ***16.88/hr***
Elmer	**Hollinger**	**32,136.00** ***15.45/hr***	**33,100.08** ***15.91/hr***	**34,093.08** ***16.39/hr***
Secretaries				
June	**King**	**49,103.19** ***23.61/hr***	**50,576.29** ***24.32/hr***	**52,093.57** ***25.04/hr***

DESPA Pay Scale

	2025-2026 $	2026-2027 $	2027-2028 $
Tamara Gentry	**31,064.80** ***14.94/hr***	**31,996.74** ***15.38/hr***	**32,956.65** ***15.84/hr***
Paraprofessionals			
All	**27,013.81** ***17.68/hr***	**27,824.22** ***18.21/hr***	**28,658.95** ***18.76/hr***
Personal Care Assistants			
All	**21,960.63** ***14.92/hr***	**22,619.45** ***15.37/hr***	**23,298.03** ***15.83/hr***